

Creditor on the thirtieth day following the Effective Date of the Plan. Provided however, in the event that the Debtor does not elect to make the Lump Sum Payment to Meridian, and Meridian's right to the Stock Pledge is duly and timely exercised, the Debtor shall issue a stock certificate in the name of each electing Class F Creditor, as pledgor, and of Meridian, as pledgee, and deliver said certificate to Meridian, as pledgee, on the thirtieth day following the Effective Date of the Plan. The shares of New Common Stock shall be fully paid and nonassessable and free and clear of any liens, claims and encumbrances whatsoever, except, in the event that the Stock Pledge is duly executed, the lien of Meridian under Article III (1)(a).

(c) Upon Confirmation of the Plan, the liens and encumbrances held by the Class F Creditors, if any, shall be deemed void and without force or effect.

(7) In full settlement, release and discharge of the Class G Claims, the Debtor shall issue to each Class G Creditor one share of the New Common Stock of the Debtor for each \$10.75 dollar portion of that Creditor's Class G Claim. The Debtor shall issue a stock certificate in the name of each Class G Creditor and deliver said certificate to the Class G Creditor on the thirtieth day following the Effective Date of the Plan. Provided however, in the event that the Debtor does not elect to make the Lump Sum Payment to Meridian, and Meridian's right to the Stock Pledge is duly and timely exercised, the Debtor shall issue a stock certificate in the name of each Class G

Creditor, as pledgor, and of Meridian, as pledgee, and deliver said certificate to Meridian, as pledgee, on the thirtieth day following the Effective Date of the Plan. The shares of New Common Stock shall be fully paid and nonassessable and free and clear of any liens, claims and encumbrances whatsoever, except, in the event that the Stock Pledge is duly executed, the lien of Meridian under Article III (1)(a). Upon Confirmation of the Plan, the liens and encumbrances held by any Class G Creditor, shall be deemed void and without force and effect.

(8) The Class H Interests shall become null and void on the thirtieth day following the Effective Date of the Plan. In exchange for the termination of the Class H Interests, the Debtor shall issue to each Class H Shareholder the shares of New Common Stock set forth on Exhibit "A" hereto. The Debtor shall issue a stock certificate in the name of each Class H Shareholder and deliver said certificate to the Class H Shareholder on the thirtieth day following the Effective Date of the Plan. Provided however, in the event that the Debtor does not elect to make the Lump Sum Payment to Meridian, and Meridian's right to the Stock Pledge is duly and timely exercised, the Debtor shall issue a stock certificate in the name of each Class H Shareholder, as pledgor, and of Meridian, as pledgee, and deliver said certificate to Meridian, as pledgee, on the thirtieth day following the Effective Date of the Plan. The shares of New Common Stock shall be fully paid and nonassessable and free and clear of any liens, claims and encumbrances whatsoever, except, in the event that the

Stock Pledge is duly executed, the liens of Meridian under Article III (1)(a). However, each Class H Shareholder's proportionate share of the equity of the Debtor so received pursuant to this paragraph will be diluted by the issuance of shares of New Common Stock to the Class F and Class G Creditors pursuant to Article III (6)-(7) hereof, by the issuance of such shares pursuant to the Partel Consulting Contract and by the sale of shares of New Common Stock, Preferred Stock or debt securities pursuant to the Securities Offering set forth in Article IX.

ARTICLE IV
IMPAIRED AND UNIMPAIRED CLASSES

(1) The Class B Claims, the Class C Claims, and the Class E Claim shall not be impaired under the Plan.

(2) The Class A Claim, the Class D Claims, the Class F Claims, the Class G Claims and the Class H Interests shall be impaired under the Plan.

ARTICLE V
PROVISIONS REGARDING MANAGEMENT

As a result of the Plan, there shall be no change in the management of the Debtor. However, the Partel Consulting Contract shall be a binding obligation of the Reorganized Debtor following Confirmation of the Plan.

ARTICLE VI
PROVISIONS REGARDING OWNERSHIP OF THE DEBTOR

Confirmation of this Plan shall constitute an amendment of the Articles of Incorporation of the Debtor, without further action by way of stockholders, or directors, approval, court order or otherwise, as follows: (a) the Common Stock in the

Debtor shall be voided on the thirtieth day after the Effective Date of the Plan; (b) the Debtor shall be authorized to issue the lowest number of shares of New Common Stock which will permit (i) the issuance of the shares of New Common Stock required by Article III (6)-(8) herein, (ii) the issuance of shares of New Common Stock to Partel pursuant to the Partel Consulting Contract, and (iii) the financing of (A) this Plan, (B) the purchase and construction of a new tower and transmitter by the Debtor and (C) attendant capital improvements by the sale of New Common Stock and/or other securities of the Debtor in the amount of not less than \$3,000,000.00 pursuant to Article IX hereunder; (c) the Debtor shall be authorized to issue the lowest number of shares of Preferred Stock which will permit the financing of (A) this Plan, (B) the purchase and construction of a new tower and transmitter by the Debtor and (C) attendant capital improvements by the sale of Preferred Shares and/or other securities of the Debtor in the amount of not less than \$3,000,000.00 pursuant to Article IX hereunder; and (d) the Debtor shall be prohibited from issuing non-voting stock and in the event that the Debtor issues classes of equity securities in addition to the New Common Stock and Preferred Stock, it shall provide as to all such classes an appropriate distribution of voting power.

ARTICLE VII
PROVISIONS FOR ASSUMPTION AND REJECTION OF
EXECUTORY CONTRACTS AND LEASES

All executory contracts or leases which exist between the Debtor and any individual or entity on the Effective Date of the Plan, whether such contracts or leases be in writing or oral, which have not been expressly assumed or rejected by the Debtor prior to the Effective Date of the Plan, are hereby assumed as of that date. Further, the Partel Consulting Contract is hereby expressly assumed.

Except as otherwise provided herein to the contrary, payment of the Allowed Claims for rejected leases and contracts shall be made in accordance with the provisions for payment of the Class F Claims. Unless otherwise ordered by the Court or agreed between the parties, proofs of claim for damages for rejected contracts and leases shall be filed on or before the earlier of: (a) thirty days after a Final Order authorizing the rejections of the contract or lease or (b) Confirmation of the Plan.

Article VIII
REVESTING OF ASSETS

Upon Confirmation, the Debtor shall be revested with title to all of its assets, free and clear of all liens, Claims and encumbrances, subject only (in the event that the Debtor does not elect to make the Lump Sum Payment to Meridian) to the liens of the Class A Creditor. The Debtor shall be entitled to manage its affairs without further order of the Bankruptcy Court and free of any control thereof.

ARTICLE IX
FUNDS FOR IMPLEMENTATION AND CONDITIONS TO CONFIRMATION

All payments due under this Plan shall be paid from the Debtor's current assets and its revenues from future operations, and from the proceeds of loans and/or a public offering or private placement of the Debtor's New Common Stock, its Preferred Stock or its debt securities, or a combination of the foregoing, in an amount not less than three million dollars (\$3,000,000.00) (the "Securities Offering"). The Securities Offering shall commence no later than the date upon which the order confirming the Plan becomes final and nonappealable. The shares of New Common Stock or Preferred Stock to be issued pursuant to the Securities Offering shall not be subject to any pledge or lien which may be granted in favor of Meridian pursuant to the Stock Pledge set forth in Article III (1)(a). The proceeds from the loans and/or the Securities Offering (the "Proceeds") shall be escrowed with counsel for the Debtor as escrow agent and shall be deposited in an interest-bearing account with Meridian (the "Escrow Account"). The Confirmation of the Plan shall be subject to the condition that counsel for the Debtor file with the Bankruptcy Court, on or before the forty-fifth day following the date upon which the order confirming the Plan becomes final and nonappealable, a certificate stating that Proceeds from loans and/or the Securities Offering have been deposited into the Escrow Account in an amount sufficient to fund the Debtor's obligations hereunder which will become due and payable on the Effective Date of this Plan (the "Condition I").

The Confirmation of the Plan is also subject to Condition II. Condition II is the filing with the Bankruptcy Court by counsel for the Debtor, on or before the ninetieth day following the date upon which the order confirming the Plan becomes final and nonappealable, a certificate stating that the transfer of the control of the stock in the Debtor resulting from the issuance of New Common Stock and Preferred Stock pursuant to Article III, the Partel Consulting Contract and the Securities Offering has been approved by the Federal Communications Commission.

Upon the satisfaction of Condition I and Condition II, counsel for the Debtor shall at the appropriate time pay from the escrowed Proceeds all Claims hereunder against the Debtor which will become due on the Effective Date. Any remaining escrowed Proceeds shall be delivered to the Debtor.

In the event that either Condition I or Condition II is not satisfied, the Plan shall be deemed to have been withdrawn and Confirmation shall be deemed revoked without any further action by the Bankruptcy Court, the Debtor or any party in interest. Within thirty days following the failure of either of the Conditions, the Debtor shall refund the Proceeds from the Securities Offering to the respective lenders and/or purchasers of the Debtor's New Common Stock, Preferred Stock or other securities thereunder. Any accrued interest in the Escrow Account shall remain the property of the Debtor.

ARTICLE X
TREATMENT OF DISPUTED CLAIMS AND CLAIMS
ARISING UNDER SECTION 502(C)

Notwithstanding any provision in this Plan to the contrary, no payment shall be made on the disputed portion of a Contested Claim until thirty (30) days after the said disputed portion is allowed as a Claim by Final Order. Any Claims which arise in accordance with Section 502(c) of the Bankruptcy Code shall be estimated and funded to the extent provided in the Plan for Claims in the same class.

ARTICLE XI
AMENDMENTS OR MODIFICATIONS

The Debtor may propose amendments or modifications of this Plan at any time prior to Confirmation, with leave of the Bankruptcy Court. Following Confirmation, the Debtor may, with the approval of the Bankruptcy Court, and so long as it does not materially or adversely affect the interest of Creditors, remedy any defect or omission or reconcile any inconsistencies in the Plan or in the Order of Confirmation, in such manner as may be necessary to carry out the express purposes and effect of this Plan.

ARTICLE XII
RETENTION OF JURISDICTION

Subject to Article VIII hereof, the Bankruptcy Court shall retain jurisdiction until this Plan has been fully consummated for, but not limited to, the following purposes:

(1) The classification of the Allowed Claims of any Creditor and the reexamination of Claims which have been allowed

for purposes of voting, and the determination of such objections as may be filed by the Debtor to Creditors' Claims. The failure by the Debtor to object to, or to examine any Claims for the purposes of voting, will not be deemed to be a waiver of the Debtor's right to object to or to reexamine the Claim in whole or in part.

(2) The determination of all questions and disputes regarding title to the assets of the estate, and determination of all causes of action, controversies, disputes, or conflicts, whether or not subject to an action pending as of the date of Confirmation, between the Debtor and any other party, including but not limited to any right of the Debtor to recover assets pursuant to the provisions of the Bankruptcy Code.

(3) The correction of any defect, the curing of any omission, or the reconciliation of any inconsistency in this Plan or in the Order of Confirmation as may be necessary to carry out the purposes and intents of this Plan.

(4) The modification of this Plan after Confirmation pursuant to the Bankruptcy Rules and the Code.

(5) The enforcement of and interpretation of the terms and conditions of this Plan.

(6) The entry of an Order, including injunctions necessary to enforce the right, title and powers of the Debtor, and to impose such limitations, restrictions, terms and conditions of such right, title and powers as this Court may deem necessary.

(7) The entry of an Order concluding and terminating this Case.

(8) The entry of an order approving any requests for professional compensation and/or compelling the payment of said compensation.

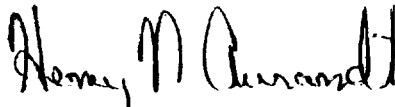
(9) The approval of, enforcement of and interpretation of the terms and conditions of the Partel Consulting Contract and the Legg Mason Engagement Letters.

ARTICLE XIII
DISCHARGE OF DEBTOR

The rights afforded by this Plan shall be in exchange for and in complete satisfaction, discharge and release of all existing Claims of any nature whatsoever against the Debtor or any of its assets or property. Except as otherwise provided for herein, upon the Effective Date, all existing Claims against the Debtor shall be satisfied, discharged, and released in full; and all creditors shall be precluded from asserting against the Debtor (or its successor and assigns) or its assets or properties, any other or further Claims based upon any act of omission, transaction or other activity of any kind, nature or description that occurred prior to the date of Confirmation.

READING BROADCASTING, INC.

BY:


Henry N. Aurandt
President

DATED: 10/28/90

EXHIBIT "A"

LIST OF CLASS H SHAREHOLDERS AND SHARES OF NEW
COMMON STOCK TO BE RECEIVED UNDER THE PLAN

<u>Class H Shareholders</u>	<u>Shares</u>
Dr. and Mrs. Henry N. Aurandt	33,661
Dr. Robert A. Denby	11,692
Mr. Irvin Cohen	9,353
Dr. and Mrs. Roger N. Longenecker	5,846
Dr. Ralph H. Tietbohl	5,846
Dr. and Mrs. Ted Verbinski	5,846
Dr. and Mrs. Robert H. Clymer	4,677
Dr. and Mrs. Sergio V. Prosperpi	4,677
Dr. and Mrs. Larry A. Rotenberg	4,677
Mr. and Mrs. David E. Mann	3,507
Mr. Albert Boscov	2,338
Dr. and Mrs. John R. Bower	2,338
Dr. and Mrs. Edward C. Fischer	2,338
Mr. Bernard R. Gerber	2,338
Mr. and Mrs. Jack Linton	2,338
Ms. Catherine Z. Morrow	2,338
Dr. and Mrs. Donald E. Stoudt	1,169
Ms. Joanne V. Davis	<u>3,507</u>
TOTAL NEW COMMON STOCK SHARES RECEIVED BY CLASS H SHAREHOLDERS UNDER THE PLAN	108,486

ATTACHMENT D

Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into as of the ____ day of August, 1992, by and among Reading Broadcasting, Inc. ("RBI"), a Pennsylvania corporation; Krusen Evans & Byrne ("KEB"), a Pennsylvania partnership; Astor Weiss & Newman ("AWN"), a Pennsylvania partnership; Partel, Inc. ("Partel"), a Washington corporation; Mike Parker ("Parker"); H. Marvin Mercer, III, Esquire ("Mercer"); Robert Clymer, M.D. ("Clymer"); Rev. Frank McCracken ("McCracken"); the Honorable Meyer C. Rose ("Rose"); Irvin Cohen ("Cohen"); Jack Linton, Esquire ("Linton"); Henry N. Aurandt, M.D. ("Aurandt"); Helen N. Aurandt ("Mrs. Aurandt"); Linton & Giannascoli, P.C. ("L & G"), a Pennsylvania corporation; Linton Giannascoli & Dorko, P.C. ("LGD"), a Pennsylvania corporation; Roland & Schlegel, P.C. ("R&S"), a Pennsylvania corporation; STV Reading, Inc. ("STV"), a Pennsylvania corporation; the Linton Parties (as herein defined); the Aurandt Parties (as herein defined); the Parker Parties (as herein defined) and the Aurandt Trust (as herein defined).

W I T N E S S E T H :

WHEREAS, on September 14, 1991, the Aurandt Board was elected at a shareholders meeting, the validity of which is disputed by Parker;

6

WHEREAS, on September 14, 1991, the Aurandt Board adopted a resolution terminating the Partel Contract, which action is disputed by Parker;

WHEREAS, on October 15, 1991, Parker as President or Executive Vice-President issued Certificates 2-43 to the New Shareholders (which Certificates were amended by Certificates 1A-50A), which issuance is disputed by the Aurandt Board;

WHEREAS, on October 30, 1991, the New Shareholders removed the Aurandt Board and elected the Parker Board at a Special Shareholders Meeting, which meeting is disputed by the Aurandt Board.

WHEREAS, on February 4, 1992, the New Shareholders re-elected the Parker Board, which meeting is disputed by the Aurandt Board;

WHEREAS, on February 4, 1992, the Aurandt Board instituted the Adversary Proceeding against the Parker and the Parker Officers;

WHEREAS, the Parker Board and the Aurandt Board each purport to be the sole board of directors of Reading Broadcasting, Inc.

WHEREAS, the Parker Board and the Aurandt Board desire to resolve their dispute; and

WHEREAS, all parties hereto agree that the Parker Board shall be deemed the validly elected and duly authorized board of directors of RBI as of October 30, 1991, that all action taken by such board shall be deemed valid acts of the corporation, and

that the Adversary Proceeding shall be withdrawn, with prejudice, by the Aurandt Board.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Closing. Closing shall be held at the offices of RBI at 1729 N. 11th Street, Reading, PA, at 1:00 p.m. on the first business day more than one week following the latter of (a) the date upon which an order of the Bankruptcy Court approving the execution and consummation of this Agreement becomes final and non-appealable, or (b) the date upon which an Order of the Bankruptcy Court approving the execution and consummation of the Settlement Agreement by and among RBI, Harvey L. Massey, Paul Pavloff, Stella Pavloff-Bull and Alfred W. Busby dated as of August __, 1992 becomes final and non-appealable.

2. Definitions. The terms set forth below shall have the following definitions when used in this Agreement:

(a) Adversary Proceeding: the adversary proceeding before the Bankruptcy Court, encaptioned Reading Broadcasting, Inc. v. Putative Officers and Directors of Reading Broadcasting, Inc., Adversary No. 92-2046, including Plaintiff's Complaint/Motion Pursuant to 11 U.S.C. §105/ Motion for Declaratory Judgment/Motion to Disgorge Counsel Fees.

(b) The Adversary Proceeding Resolutions: See Section 13 hereof.

(c) Amended Plan: RBI's Fourth Amended Plan of Reorganization, as modified by RBI's First through Fifth Modifications to its Fourth Amended Plan of Reorganization and by RBI's Amended Sixth Modification to its Fourth Amended Plan of Reorganization, all as confirmed by the Bankruptcy Court.

(d) August 91 Resolutions: the resolutions set forth in the Action by Unanimous Written Consent of the Board of Directors of RBI executed by Aurandt, Clymer, Linton, Parker and Edward C. Fischer, M.D. in August of 1991 authorizing any one officer of RBI to execute and deliver all documents and to do all acts as they may deem convenient or proper to effectuate the Amended Sixth Modification.

(e) Aurandt Board: the second of the two boards of directors asserting the right to manage and operate RBI and consisting of Aurandt, Linton, Mrs. Aurandt, Parker and Clymer. For the purposes of all actions required to be taken by the Aurandt Board and/or the Aurandt Officers hereunder this Agreement, all such actions shall be effective as of Closing, and Parker and Clymer shall be treated as having resigned from the Aurandt Board immediately prior to Closing and the occurrence of all such actions and as having abstained from all deliberations of the Aurandt Board. Parker and Clymer shall not be required by this Agreement to participate or to approve such actions; nor shall their presence be necessary to establish a quorum

or their signatures necessary to obtain an unanimous written consent of such Board. Notice of any directors meeting necessary to adopt such actions is hereby waived by all members of the Aurandt Board.

(f) Aurandt Officers: the Aurandt Board together with the officers of RBI selected by the Aurandt Board: Aurandt as President of RBI; Parker as Executive Vice-President; and Linton, as Secretary. Parker shall not be required to execute any documents or take any action required of the Aurandt Officers in his capacity of Executive Vice-President.

(g) Aurandt Parties: Mrs. Aurandt, Ben F. Bowers, Helen Kirkpatrick, Hugh Norris, Mark Norris, Ethlyn Muir, and Martin Muir, or which are corporations, partnerships, pension plans, trusts or other entities managed, owned in whole or in part or controlled by any of the foregoing individuals or entities, or who are the employees or agents of such individuals or entities.

(h) Aurandt Releases Resolutions: See Section 19 hereof.

(i) Aurandt Settlement Resolutions: See Section 27 hereof.

(j) Aurandt Trust: Henry N. Aurandt, M.D., P.C. Employees Pension Plan & Trust, Henry N. Aurandt, M.D. Trustee.

(k) The Aurandt Trust Resolutions: See Section 16 hereof.

(l) Bankruptcy Court: the United States Bankruptcy Court for the Eastern District of Pennsylvania.

(m) BCIDA: Berks County Industrial Development Authority.

(n) Collateral Pledge Agreement: the Collateral Pledge of Stock and Option Agreement made as of September 17, 1991, by and between Partel and Meridian Bank.

(o) Confirmation: the execution of the Order by the Bankruptcy Court confirming RBI's Fourth Amended Plan of Reorganization on January 8, 1991.

(p) December Opinion of Counsel: the Opinion Letter of KEB as Counsel to RBI, dated December 31, 1991, addressed to Meridian Bank.

(q) February Board Meeting: the meeting of the Parker Board on February 4, 1992 at the offices of RBI at Reading, PA in conjunction with the 1992 Shareholders Meeting.

(r) Linton Parties: Shareholders, creditors and other parties in interest in the RBI Chapter 11 Case who are related to Linton, or who are married or related to such relatives, or which are corporations, partnerships, pension plans, trusts or other entities managed, owned in whole or in part or controlled by any of the foregoing individuals or entities, or who are employees or agents of such individuals or entities.

(s) Loan Stock: this term shall have the same definition as set forth in the Amended Plan.

(t) The Loan Stock Resolutions: See Section 12 hereof.

(u) Mercer Resolutions: See Section 15 hereof.

(v) Meridian Documents: all documents executed by Parker as President of RBI and/or Mercer as Secretary of (or counsel for) RBI pertaining to the termination of the title of the BCIDA to the premises at 1729 N. 11th Street, Reading, PA or to the restructuring of the obligations of RBI to Meridian Bank including, without limitation:

(i) Termination Agreement by RBI and BCIDA dated as of September 17, 1991;

(ii) Realty Transfer Affidavit of Value by Mercer dated December 31, 1991;

(iii) Agreement of Indemnity and Defense by BCIDA and RBI dated as of September 17, 1991;

(iv) Affidavit by Parker dated December 31, 1991;

(v) Restructuring Agreement by RBI and Meridian Bank dated as of September 17, 1991;

(vi) \$2,000,000 Note from RBI to Meridian Bank dated September 17, 1991;

(vii) \$120,000 Note from RBI to Meridian Bank dated September 17, 1991;

(viii) Mortgage and Security Agreement by RBI and Meridian Bank dated as of September 17, 1991;

(ix) Security Agreement by RBI and Meridian Bank dated as of September 17, 1991;

(x) Various UCC-1 Financing Statements from RBI to Meridian Bank;

(xi) Option to Purchase FCC License and Auxiliary Licenses by RBI to Meridian Bank dated as of September 17, 1991;

(xii) Assignment of Contracts by RBI and Meridian Bank dated as of September 17, 1991;

(xiii) Subordination Agreement;

(xiv) December Opinion of Counsel;

(xv) October Opinion of Counsel delivered to Meridian Bank on December 31, 1991, in connection with the Meridian Documents;

(xvi) Opinion of FCC Counsel to RBI, dated December 31, 1991, from Sidley & Austin to Meridian Bank;

(xvii) Composite Officers Certificate of RBI dated December 31, 1991; and

(xviii) Secretary's Certification of Corporate Resolutions, dated December 31, 1991.

(w) New Shareholders: Holders of New Common Stock of RBI as represented by Certificates 2-43 as amended by Certificates 1A-50A.

(x) October Board Meeting: the meeting of the Parker

Board on October 30, 1991 at the offices of RBI in Reading, PA.

(y) October Opinion of Counsel: the Opinion Letter of KEB as Counsel to RBI, dated October 30, 1991, addressed to Parker.

(z) Parker Board: one of the two boards of directors asserting the right to manage and operate RBI and consisting of Parker, Clymer, McCracken, Cohen and Rose.

(aa) The Parker Board Resolutions: See Section 14 hereof.

(bb) Parker Officers: the Parker Board together with officers of RBI selected by the Parker Board: Parker and Mercer as President and Secretary of RBI, respectively.

(cc) Parker Parties: Shareholders, creditors and other parties in interest in the RBI Chapter 11 case who are related to Parker, or who are married or related to such relatives, or which are corporations, partnerships, pension plans, trusts or other entities managed, owned in whole or in part, or controlled by any of the foregoing individuals or entities, or who are employees or agents of such individuals or entities.

(dd) Parker Release Resolutions: See Section 18 hereof.

(ee) Parker Settlement Resolutions: See Section 29 hereof.

(ff) Partel Contract: Management Services Agreement by and between RBI and Partel dated as of June 1, 1989, as

amended by First Amendment to Management Services Agreement by and between RBI and Partel dated as of February 19, 1991.

(gg) The Partel Contract Resolutions: See Section 11 hereof.

(hh) Partel Limited Guaranty: the Partel Limited Guaranty made as of September 17, 1991 by and between Partel and Meridian Bank.

(ii) Pincus Dubroff: Pincus, Dubroff, Ganz, Lightman & Weiss.

(jj) Pincus Reich: Pincus, Reich, Hahn, Dubroff & Ganz, P.C.

(kk) Pledged Stock, Obligations and Option: these terms shall have the same definitions as set forth in the Collateral Pledge Agreement.

(ll) Principal Debtor's Liabilities to the Bank: this term shall have the same definition as set forth in the Partel Limited Guaranty.

(mm) RBI-Aurandt Releases: See Section 19 hereof.

(nn) RBI Chapter 11 Case: the Chapter 11 proceeding of RBI before the Bankruptcy Court, encaptioned In re Reading Broadcasting, Inc., Bankruptcy No. 86-04474T.

(oo) RBI-Parker Releases: See Section 18 hereof.

(pp) RBI Release I: See Section 21 hereof.

(qq) RBI Release II: See Section 22 hereof.

(rr) RBI Release III: See Section 23 hereof.

(ss) RBI Release IV: See Section 24 hereof.

(tt) RBI Release V: See Section 25 hereof.

(uu) RBI Release VI: See Section 26 hereof.

(vv) R&S Release Resolutions: See Section 24 hereof.

(ww) September Directors Meeting: the meeting of the Aurandt Board held on September 14, 1991 at the Berkshire Country Club, Reading, PA.

(xx) 1992 Shareholders Meeting: the Annual meeting of the shareholders of RBI held on February 4, 1992 at the offices of RBI at Reading, PA.

(yy) Special Shareholders Meeting: Special Meeting of New Shareholders held on October 30, 1991 at 6:00 p.m. at the offices of RBI in Reading, PA.

(zz) STV Board: See Section 30(e) hereof.

(aaa) STV-Parker Releases: See Section 20 hereof.

(bbb) STV-Parker Resolutions: See Section 20 hereof.

(ccc) STV Settlement Resolutions: See Section 28 hereof.

(ddd) Subordinated Debt and Senior Debt: these terms shall have the same definitions as set forth in the Subordination Agreement.

(eee) Subordination Agreement: the Amended and Redated Subordination Agreement made as of September 17, 1991 by and among Partel, RBI, and Meridian Bank.

(fff) Warrant: the Warrant for Purchase of New Common Stock of RBI issued by RBI to Aurandt and Mrs. Aurandt as tenants by the entirety, or assigns, as pledgors of the

Warrant and to Meridian Bank as pledgee of the Warrant dated as of Closing, in the form of Exhibit G hereto as amended by Meridian Bank.

(ggg) The Warrant Resolutions: See Section 17 hereof.

3. AWN Legal Fees. All parties, other than the Parker Board, hereto agree that there is currently due and owing to AWN \$_____, representing legal fees and costs rendered during the RBI Chapter 11 Case prior to Confirmation, which are subject only to the approval of the Bankruptcy Court and the Parker Board. Each party hereto, other than the Parker Board, covenants and agrees that he will not institute, prosecute, or in any way aid in the institution or prosecution of any suit or action at law, equity, before the Bankruptcy Court or otherwise against AWN, its successors and assigns, for the disgorgement or reimbursement of any payments made, prior to the Closing or at any time thereafter, by RBI to AWN, its successors and assigns, for legal services rendered and costs incurred in connection with its representation of RBI prior to Closing; nor will he institute, prosecute or in any way aid in the institution or prosecution of, any claim, demand, action or cause of action for damages, costs, expenses or compensation, which he, his heirs, successors and/or assigns, ever had, now have or hereafter can, shall or may have for, on account of, arising out of, by reason of, or in any manner relating to such payments by RBI to AWN for legal services and costs. Each party hereto, other than the Parker Board, further covenants and agrees that he will not file

an objection or other responsive pleading to any fee application filed by AWN, its successors and assigns, with the Bankruptcy Court with respect to fees for legal services rendered and costs incurred in connection with its representation of RBI prior to Closing.

4. KEB Legal Fees. All parties hereto, other than the Parker Board, agree that there is currently due and owing to KEB \$25,874.02, representing legal fees and costs rendered during the RBI Chapter 11 Case prior to Confirmation, which are subject only to the approval of the Bankruptcy Court and the Parker Board. All parties hereto, other than the Parker Board, agree that such fees may be presented to the Bankruptcy Court for approval by incorporating such fees into a fee application to be filed by AWN and that KEB is not required to file its own fee application. Each party hereto, other than the Parker Board, covenants and agrees that he will not institute, prosecute, or in any way aid in the institution or prosecution of any suit or action at law, equity, before the Bankruptcy Court or otherwise against KEB, its successors and assigns, for the disgorgement or reimbursement of any payments made, prior to the Closing or at any time thereafter, by RBI to KEB, its successors and assigns, for legal services rendered and costs incurred in connection with the representation of RBI prior to Closing by Mercer in his capacity as counsel to AWN; nor will he institute, prosecute or in any way aid in the institution or prosecution of, any claim, demand, action or cause of action for damages, costs, expenses or